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*Counsel for Plaintiff*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

_____	:	CIVIL ACTION
VITAQUEST INTERNATIONAL, LLC,	:	
	:	Case No.:
Plaintiff,	:	
	:	
vs.	:	
	:	
	:	
	:	<b>COMPLAINT</b>
ISAGENIX INTERNATIONAL LLC	:	
	:	
Defendant.	:	
_____	:	

Plaintiff, Vitaquest International, LLC, a Delaware Corporation with a principal place of business at 8 Henderson Drive, West Caldwell, New Jersey by way of Complaint against the Defendant, Isagenix International, LLC hereby states:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction of this matter through 28 U.S.C. § 1332 based upon diversity and an amount in controversy in excess of \$75,000.00.

2. Venue is properly laid in this District because Plaintiff has a principal place of business in this District.

**PARTIES**

3. Plaintiff, Vitaquest International, L.L.C. (hereinafter "Vitaquest"), is a Delaware corporation, with a principal place of business at 8 Henderson Drive, West Caldwell, New Jersey.

4. Defendant, Isagenix International, LLC (hereinafter "Isagenix"), upon information and belief, is a corporation organized and existing under the laws of the State of Arizona, with a

principal place of business at 2225 S. Price Rd., Chandler, Arizona 85286.

### **FACTS**

5. Plaintiff Vitaquest is a manufacturer and producer of beverages and juice drinks.

6. Defendant Isagenix provided Plaintiff Vitaquest through its Garden State Nutritionals Division with purchase orders calling for Plaintiff Vitaquest to produce certain beverages for Isagenix.

7. The unit prices and other material terms and conditions of the orders for the various products order pursuant to the aforesaid purchase orders were negotiated between Plaintiff Vitaquest and Defendant Isagenix prior to the presentation of the purchase orders.

8. Pursuant to Defendant Isagenix's instructions and purchase orders, Plaintiff Vitaquest ordered ingredients and manufactured certain products and expended its employees' labor in manufacturing said beverages for Isagenix.

9. The beverages were shipped to Isagenix and/or its customers, who have had the full benefit of the products.

10. Despite demand, Defendant Isagenix has failed to pay for the products it ordered from Plaintiff Vitaquest.

### **COUNT ONE**

#### **(Breach of Contract)**

11. Plaintiff incorporates all preceding paragraphs of the Complaint as if same were fully set forth at length herein.

12. Defendant Isagenix is in breach of their contract with Plaintiff.

13. Plaintiff Vitaquest has been caused to sustain damages as a direct and proximate result of Defendants breach.

**WHEREFORE**, Plaintiff hereby demands judgment against Defendant for damages, attorneys fees, interests, cost of suit, and such other relief as the Court may deem proper under the circumstances.

**COUNT TWO**

**(Unjust Enrichment)**

14. Plaintiff incorporates all preceding paragraphs of the Complaint as if same were fully set forth herein at length.

15. Defendant Isagenix has received a benefit without payment.

16. Plaintiff Vitaquest provided the goods and services herein in good faith and expected remuneration from Defendant Isagenix.

**WHEREFORE**, Plaintiff hereby demands judgment against Defendant for damages, attorneys fees, interests, cost of suit, and such other relief as the Court may deem proper under the circumstances.

**LAW OFFICES OF THOMAS T. BOOTH, JR., LLC**  
Attorneys for Plaintiff

By: \_\_\_\_\_/s/  
Thomas T. Booth, Jr., Esquire

Dated: November 18, 2011

**JURY DEMAND**

Plaintiff hereby demand a trial by jury as to all issues.

**DESIGNATION OF TRIAL COUNSEL**

Thomas T. Booth, Jr., Esquire is designated as trial counsel

**LAW OFFICES OF THOMAS T. BOOTH, JR., LLC**  
Attorneys for Plaintiff

By: \_\_\_\_\_/s/  
Thomas T. Booth, Jr., Esquire

Dated: November 18, 2011